



Atty. Dkt. No. 047711-0335

**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: John J. Shin et al.

Title: REAL TIME SELF-ADJUSTING  
CALIBRATION ALGORITHM

Appl. No.: 10/750,978

Filing Date: 12/31/2003

Examiner: Not assigned

Art Unit: Not assigned

**POWER OF ATTORNEY BY ASSIGNEE  
AND EXCLUSION OF INVENTOR UNDER RULE 37 CFR § 3.71**

Commissioner for Patents  
PO Box 1450  
Alexandria, Virginia 22313-1450

Sir:

The undersigned, is a representative authorized to sign on behalf of the assignee of the entire interest in the above-identified subject application, MEDTRONIC MINIMED, INC., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 18000 Devonshire Street, Northridge, California 91325-1219. Assignee hereby appoints the following registered attorneys and agents:

DAVID A. BLUMENTHAL	Reg. No.	26,257
RONALD COSLICK	Reg. No.	36,489
IRVIN C. HARRINGTON	Reg. No.	44,740
STEPHEN M. LOBBIN	Reg. No.	41,159
TED R. RITTMMASTER	Reg. No.	32,933
WILLIAM J. ROBINSON	Reg. No.	29,430

all of the firm of Foley & Lardner LLP, as its attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventor and his attorney in accordance with the provisions of Rule 32 of the Patent Office Rules of Practice.

MEDTRONIC MINIMED, INC., per 37 C.F.R. § 3.73(b), certifies that the evidentiary documents with respect to its ownership have been reviewed and that to the best of the undersign's knowledge and belief, title is in the assignee seeking this action.

MEDTRONIC MINIMED, INC., declares that 100% ownership is established by the assignment filed for recordation herewith a copy of which is attached.

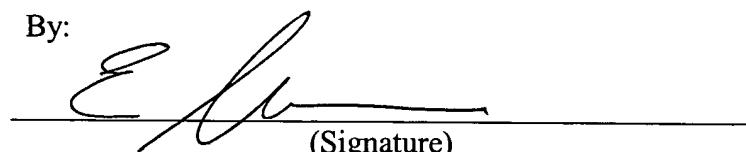
Please direct all correspondence concerning this application to:

Ted R. Rittmaster  
FOLEY & LARDNER LLP  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067-3201  
Telephone: (310) 975-7963  
Facsimile: (310) 557-8475  
Customer Number: 23392

Executed this 24 day of August, 2004.

MEDTRONIC MINIMED, INC.

By:



(Signature)

Eric P. Geismar  
(Printed Name)

Vice President and Senior Counsel  
(Title)

## ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Medtronic MiniMed, Inc.  
18000 Devonshire Street  
Northridge, California 91325-1219

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

### REAL TIME SELF-ADJUSTING CALIBRATION ALGORITHM

as set forth in this United States Patent Application

*check one*      [    ] executed concurrently herewith,  
                      [    ] executed on \_\_\_\_\_,  
                      [ X ] Serial No. 10/750,978 Filed 12/31/2003

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to

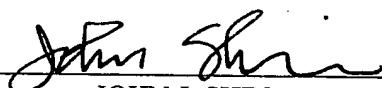
ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

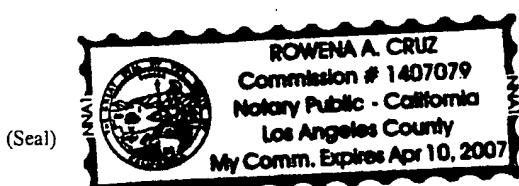
Executed this 30<sup>th</sup> day of June, 2004.



JOHN J. SHIN

State of California)  
County of Los Angeles)  
ss.

On this 30<sup>th</sup> day of June, 2004, before me, a notary public in and for said county, appeared JOHN J. SHIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and  he/she acknowledged that  he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

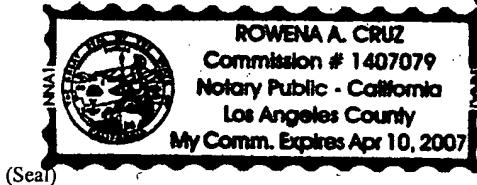


Rowena A. Cruz  
Notary Public  
My Commission Expires: April 10, 2007

Executed this 24<sup>th</sup> day of August, 2004.

State of California)  
County of Los Angeles)  
(ss.)

On this 24<sup>th</sup> day of August, 2004, before me, a notary public in and for said county, appeared NANDITA N. PATEL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



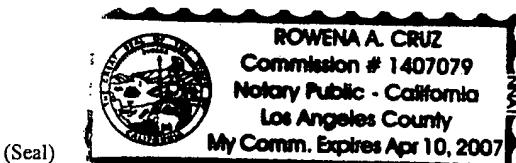
Executed this 30<sup>th</sup> day of June, 2004.

Nandita Patel  
NANDITA N. PATEL

Rowena A. Cruz  
Notary Public  
My Commission Expires: April 10, 2004

State of California)  
County of Los Angeles)  
(ss.)

On this 30<sup>th</sup> day of June, 2004, before me, a notary public in and for said county, appeared SAMI KANDERIAN JR., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



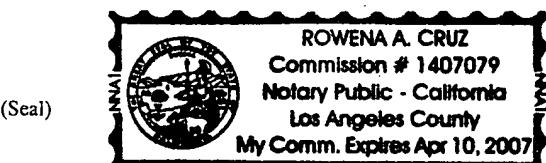
Executed this 30<sup>th</sup> day of June, 2004.

Sami Kanderian Jr.

Rowena A. Cruz  
Notary Public  
My Commission Expires: April 10, 2004

State of California)  
County of Los Angeles)  
(ss.)

On this 30<sup>th</sup> day of June, 2004, before me, a notary public in and for said county, appeared LU WANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Rowena A. Cruz  
Notary Public  
My Commission Expires: April 10, 2004

Executed this 22 day of June, 2004.

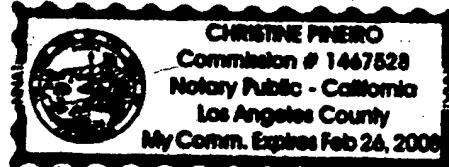
*Richard Yoon*

RICHARD YOON

State of California,  
County of Los Angeles)

On this 22 day of June, 2004, before me, a notary public in and for said county, appeared RICHARD YOON, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)



*[Signature]*  
Notary Public

My Commission Expires: February 26, 2008